

Tina M Davis, AFSI

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60 East South Temple, Suite 1600
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m/049/001

MARSH

October 11, 1999

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
1594 West North Temple, Ste. 1210
Box 145801
Salt Lake City, UT 84114-5801

**Subject: OLDCASTLE, INC. - KEIGLEY QUARRY**

TO WHOM IT MAY CONCERN:

This letter is to advise you that we are the surety agent for OLDCASTLE, INC. and their bonding company is Liberty Mutual Insurance Company.

We have the authority and are prepared, upon approval of the sale of the Keigley Quarry to OLDCASTLE, INC. from Geneva Steel Company, to issue a reclamation bond to you on your forms for the Keigley Quarry for the full amount required.

Please feel free to contact me if you need any further verification from us on this matter.

Sincerely,

Tina M Davis, AFSI

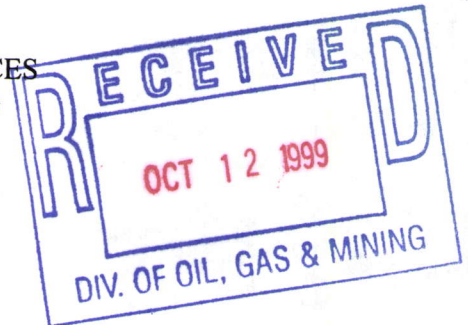
An **MMC** Company



For Division Use:

File No.: _____
Effective Date: _____
DOGM Lead: _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940



TRANSFER OF NOTICE OF INTENTION
LARGE MINING OPERATIONS

--ooOoo--

1. (a) Notice of Intention to be transferred (file number): M/49/001
- (b) Name of mining operation: Kaisley Quarry
- (c) Location of mining operation (county): Utah
- (d) Name, telephone number and mailing address of the operator currently holding the notice of intention (transferor):

Geneva Steel

P.O. Box 2500

Provo, UT 84603-2500

2. (a) Name, telephone number and mailing address of the operator acquiring the notice of intention (transferee):

Staker Paving & Construction Company, Inc.

P.O. Box 27598

Salt Lake City, UT 84127-0598

- (b) Name, telephone number and address of the authorized representatives of the Transferee to whom any notices under the provisions of the Utah Mined Land Reclamation Act may be sent:

Mr. Lloyd M. LaFevre, V.P., C.D.O.

Staker Paving & Construction Company, Inc.

P.O. Box 27598, S.L.C., UT 84127-0598

3. (a) The total disturbed area identified in the approved notice of intention: 400 acres (approx.)
- (b) The actual number of acres disturbed by the operation through date of transfer: _____

- (c) Attach a legal description of above acreages as Appendix "A" and a map of suitable scale with actual disturbed areas clearly shown and identified.
- 4. This application must be accompanied by a fully executed and signed Reclamation Contract (Form MR-RC)

STATE OF _____)
) ss.
COUNTY OF _____)

SWORN STATEMENT OF TRANSFEROR

I, _____ being first duly sworn under oath, depose and say that I am _____ (officer or agent) of _____ (Corporation/Company Name); and that I am duly authorized to execute and deliver the foregoing obligations; that I have read the said application and fully understand the contents thereof; that all statements contained in the transfer application are true and correct to the best of my knowledge and belief. By execution of this statement I certify that the Transferor is in full compliance with the Utah Mined Land Reclamation Act, the Rules and Regulations promulgated thereunder, and the terms and conditions of Notice of Intention No. _____.

Signature

Name (type or print)

Title

Subscribed and sworn before me this _____ day of _____, 19_____.

Notary Public

Residing at: _____

My commission Expires:

_____, 19_____.

STATE OF _____)
) ss.
COUNTY OF _____)

FINAL SWORN STATEMENT OF TRANSFEREE

I, Lloyd LeFavre being first duly sworn under oath, depose and say that I am Vice President (officer or agent) of Staker Paving and Const. Co., Inc. (Corporation/Company Name); and that I am duly authorized to execute and deliver the foregoing obligations; that I have read the application and fully understand the contents thereof; that all statements contained in the transfer application are true and correct to the best of my knowledge and belief. By execution of this statement, the Transferee agrees to be bound by the terms and conditions of Notice of Intention No. _____, the Utah Mined Land Reclamation Act, and the Rules and Regulations promulgated thereunder.

Signature

Name (type or print)

Title

Subscribed and sworn before me this _____ day of _____, 19_____.

Notary Public

Residing at: _____

My commission Expires:

_____, 19_____.

CERTIFICATION OF APPROVAL

This is to certify that I have examined the foregoing application and do hereby grant the same, subject to the following limitations and conditions:

- (a) This transfer of notice of intention grants only the right to affect the lands described in Appendix "A."
- (b) The transferee has provided to the Division a fully executed and signed Reclamation Contract (Form MR-RC). The surety shall be effective on the date of transfer.
- (c) The transferee, or such other person as required by UCA 1953, Title 40-8, has acquired legal right to mine for lands described in Appendix "A."

COMMENTS:

APPROVED: _____

Lowell P. Braxton, Director
Division of Oil, Gas and Mining

Effective Date: _____

NOI No.: _____

APPENDIX "A"

Operator

Mine Name

Permit Number

County, Utah

The legal description of lands to be disturbed is:

File Number _____

Effective Date _____

Other Agency File Number _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940



RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)
(Mineral Mined)

M/049/001
Limestone, dolomite, Quartzite

"MINE LOCATION":
(Name of Mine)
(Description)

Kaisley Quarry in Utah County
6.5 miles SW of Payson, UT
at the south end of West
Mountain

"DISTURBED AREA":
(Disturbed Acres)
(Legal Description)

(refer to Attachment "A")

"OPERATOR":
(Company or Name)
(Address)

Staker Paving & Const. Co. Inc.
1000 West Center Street
North Salt Lake UT 84054

(Phone)

(801) 298-7500

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

(Phone)

S. Val Staker
President
Staker Paving & Construction Co., Inc.
P.O. Box 27598 SLC, UT 84127-0598
(801) 298-7500

"OPERATOR'S OFFICER(S)":

S. Val Staker, President
Gordon I. Staker, Vice - Pres.
Lloyd M. LaFavre, V.P. C.D.O.
Don B. Lybbert, Sec. / Treas.

"SURETY":

(Form of Surety - Attachment B)

Surety Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Liberty Mutual Insurance Co.

"SURETY AMOUNT":

(Escalated Dollars)

\$615,500.00

"ESCALATION YEAR":

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Staker Paving & Construction Company, Inc. the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/49/001 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated 6/22/77, and the original Reclamation Plan dated 6/22/77. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face

amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

Staker Paving & Construction Co., Inc.

Operator Name

By Lloyd M. LeFevre

Authorized Officer (Typed or Printed)

Vice President C.O.O.

Authorized Officer - Position

Officer's Signature

Date

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, 19 _____, personally
appeared before me _____ who being by
me duly sworn did say that he/she, the said _____
is the _____ of _____
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
_____ duly acknowledged to me that said
company executed the same.

Notary Public

Residing at: _____

My Commission Expires:

DIVISION OF OIL, GAS AND MINING:

By _____
Lowell P. Braxton, Director

_____ Date

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, 19 _____,
personally appeared before me _____, who being
duly sworn did say that he/she, the said _____
is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources,
State of Utah, and he/she duly acknowledged to me that he/she executed the foregoing
document by authority of law on behalf of the State of Utah.

Notary Public
Residing at: _____

My Commission Expires:

ATTACHMENT "A"

Operator

Mine Name

Permit Number

County, Utah

The legal description of lands to be disturbed is:

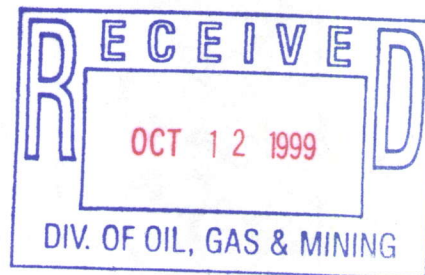
ATTACHMENT "A"

| | |
|-----------------------------|-----------------------|
| <u>Geneva Steel Company</u> | <u>Keigley Quarry</u> |
| Operator | Mine Name |
| <u>M/049/001</u> | <u>Utah</u> |
| Permit Number | County, Utah |

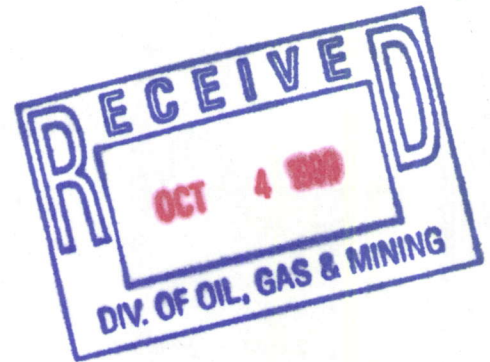
The legal description of lands to be disturbed is:

The lands to be disturbed, consisting of approximately 400 acres, are located within the following described areas:

SW1/4 Section 15; N1/2 SE1/4, SE1/4 SE1/4, Section 16; Section 22;
SW1/4 SW1/4 Section 23; W1/2 NW1/4 Section 26, NE1/4, E1/2 NE1/4 NW1/4
Section 27; Township 9 South, Range 1 East, SLB&M.



Patrick J. O'Hara
Assistant Attorney General
Office of the Honorable Jan Graham
Attorney General of Utah
Attorney for the Utah Division of Oil, Gas & Mining
160 East 300 South, 5th Floor
P.O. Box 140857
Salt Lake City, UT 84114-0857
Telephone: 801-366-0508



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH

| | | |
|--------------------------------|---|--------------------------|
| In Re |) | |
| |) | REQUEST FOR CONDITIONS |
| GENEVA STEEL COMPANY, |) | BY THE UTAH DIVISION OF |
| |) | OIL, GAS & MINING |
| Debtor & Debtor in Possession. |) | CONCERNING DEBTOR'S |
| |) | MOTION FOR AN ORDER TO |
| Tax ID #93-0942346 |) | SELL THE KIEGELY QUARRY |
| |) | IN UTAH COUNTY, UTAH |
| |) | |
| |) | |
| |) | Bankruptcy No. 99C-21130 |
| |) | |
| |) | Chapter 11 |
| |) | |
| |) | |
| |) | |
| |) | |

The Division of Oil, Gas & Mining, an agency within the State of Utah's
Department of Natural Resources (the Mining Agency or the Division), hereby responds
to that certain document filed in this matter entitled, "Debtor's Motion for Order



Approving Sale of Keigley Quarry Property Pursuant to Bankruptcy Code Sections 363(b), (f) and (m) and 105(a) and Federal rules of Bankruptcy Procedure 2002, 6004, and 9014 Combined with Notice of Hearing and Notice of Sale" (the Motion).

The Keigley Quarry Property in Utah County, Utah is described more particularly in the Motion (the Property). The Debtor in Possession operates approximately 400 acres of the Property as a mining operation (the Mine). The Debtor in Possession freely acknowledges, and does not contest, the regulatory jurisdiction asserted over the Mine by the Mining Agency. The Mining Agency's environmental regulatory requirements applicable to the Mine are set forth in the Utah Mined Land Reclamation Act at Utah Code Ann. § 40-8-1 et seq. (1953, as amended), and the implementing agency rules in the Utah Administrative Code at R647 et seq. (the Utah Minerals Program).

Pre-petition, the Debtor posted a reclamation surety bond with the Mining Agency in the amount of \$615,500.00 (the Bond). A copy of the Bond is attached to the Proof of Claim filed by the Mining Agency in this proceeding, and is hereby incorporated by this reference. The Debtor in Possession has kept the Bond in place post-petition.

Under the terms of the Utah Minerals Program, the Debtor in Possession is obligated at the conclusion of mining operations to reclaim the Mine consistent with the requirements of the Utah Minerals Program (the Reclamation Duty). If the Debtor in Possession, as operator of the Mine, fails to reclaim the Property as required by law, then the Mining Agency is entitled to forfeit the Bond and use the proceeds to reclaim the site with the use of the Bond proceeds.

Based on the information provided in the Motion, it is obvious that Oldcastle, Inc., a Delaware corporation (the Purchaser) has assumed certain specified contractual obligations related to the Mine reclamation bonding requirements under the Utah Minerals Program. See Paragraph 3(o) at Page 9 of the Motion and Paragraph 7 at Page 5 of the September 9, 1999 Letter Agreement attached as Exhibit 1 to the Motion. Still, as of September 28, 1999, the undersigned counsel understands that the Division still has not received any direct communications with the Purchaser regarding this proposed transfer of the Mine.

Of course, until such time as the Division has received and reviewed the appropriate filings required under the Utah Minerals Program, the Division can express no opinion as to the proposed transfer of the Mine to the Purchaser, as to a new bond, or as to release of the existing Bond. Moreover, the Motion makes clear that (a) the successful Purchaser, if any, could be a different unspecified person or entity from Oldcastle and (b) the Debtor in Possession and the Purchaser may enter into a separate Definitive Agreement, which the Mining Agency has not seen.¹ Under these *very* fluid circumstances, the Mining Agency respectfully ask that the U.S. Bankruptcy Court not approve the proposed sale without conditioning the sale to protect the legitimate State environmental regulatory interests at the Mine asserted by the Mining Agency.

¹As required by Page 3 of the Motion, the undersigned counsel for the Mining Agency hereby expressly requests that counsel for the Debtor in Possession mail to Mining Agency counsel a copy of the Definitive Agreement, if any.

The Mining Agency does not want to block the sale. Rather, the Mining Agency wants to make sure the Court and the parties in interest all understand that the Mining Agency will not and cannot release the \$615,500.00 Bond applicable to the Mine unless and until the successful Purchaser is duly approved by the Division as the new operator of the Mine. For a new company to be approved by the Division as a new acceptable operator of the Mine, the new operator must be able to comply with all requirements of the Utah Minerals Program, to assume the entire Reclamation Duty and to post a satisfactory new Bond. In other words, any court-approved sale of the Mine free and clear of liens and interests should not be construed as a sale free and clear of the requirements of the Utah Minerals Program applicable to that land.

The proposed conditions to closing are as set forth in Paragraph 3(m) & (n) on Pages 7 & 8 of the Motion. See also Paragraph 15, Page 8 of the Letter Agreement. As proposed, the Letter Agreement is made subject to approval of many contingencies beyond approval of the Bankruptcy Court. Not only is the deal subject to higher and better offers, the deal is also subject to "the required consent of Congress Financial Corporation." Id. The deal is also subject to approval by the Board of Directors of the Purchaser's parent, CRH plc. The deal is also subject to the Purchaser receiving a certain Option Agreement and certain other documents.

The parties did not make closing of this proposed transaction involving the transfer of this regulated Mine subject to the prior approval of the Division, but they should have. The Division urges the court to exercise the court's inherent powers under 11 U.S.C. §

105(a)² and/or 363(e)³ to correct this error by making prior approval by the Division a condition precedent to closing. The Mining Agency respectfully requests that the Court only approve the sale of the portion of the Property defined as the Mine subject to the reasonable condition that the deal cannot close unless and until the Purchaser first fully satisfies Paragraph 7 on Page 5 of the Letter Agreement, which states:

Oldcastle shall replace the existing reclamation contract and surety bond for the Property with the Utah Division of Oil, Gas & Mining ("DOGM") and obtain a complete release of the reclamation or other obligations to DOGM by Geneva or its predecessors for the Property. Oldcastle shall be solely responsible to enter into and/or post all other bonds and/or enter into any other agreements with DOGM or any other government body required by law for the use or reclamation of the Property.

Id. Also, since applicable nonbankruptcy law does not permit the sale of the Mine free of the regulatory interests asserted by the Division, the Court should confirm that the judicial sale of the Mine is not in derogation of the continuing right by the Mining Agency (and its agents, contractors and representatives) to enter the Mine to inspect and/or reclaim the Mine as may be otherwise appropriate under applicable State law for the Utah Minerals Program.

The proper protection of the lawful regulatory interests of the Mining Agency at this 400 acre Mine may not hang on the slender thread of an executory contractual duty

²11 U.S.C. 105(a) states in pertinent part: "The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title...."

³11 U.S.C. § 363(e) states in pertinent part: "Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection to such interest...."

assumed by the Purchaser. If the successful Purchaser is a responsible mining company who is qualified and able to operate the Mine, there is no reason to believe that the normal regulatory approvals cannot be forthcoming from the Division with reasonable dispatch. On the other hand, if the Division is not able under applicable law to approve the transfer of the Mine to a given proposed Purchaser, then the proposed sale free and clear of all liens and interests would be improper given the current un-reclaimed status of the Mine.

Finally, as an advance courtesy scheduling note to the Court, the undersigned counsel of record needs to be out of town on another matter on the noticed date of the hearing (October 14, 1999 at 3 p.m.). However, Assistant Utah Attorney General Stephen Lewis (whose address and telephone number are shown on the attached Certificate of Service), or his designee, will appear on behalf of the Division at that hearing.

DATED this 30th day of September, 1999.

Office of the Honorable Jan Graham
Attorney General of Utah
Patrick J. O'Hara
Assistant Attorney General

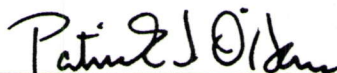
By Patrick J. O'Hara
Attorney for the Utah Division of Oil, Gas & Mining
Office of the Utah Attorney General
160 East 300 South, 5th Floor
P.O. Box #140857
Salt Lake City, Utah 84114-0857
Telephone: 801-366-0508

CERTIFICATE OF SERVICE

I hereby certify I caused to be mailed by United States Mail, postage prepaid, on this 30th day of September, 1999 a true and correct copy of the foregoing "REQUEST FOR CONDITIONS BY THE UTAH DIVISION OF OIL, GAS & MINING CONCERNING DEBTOR'S MOTION FOR AN ORDER TO SELL THE KIEGELY QUARRY IN UTAH COUNTY, to the following:

| | |
|--|--|
| Ralph R. Mabey, Esq. Steven J. McCardell, Esq. Kenneth L. Canon II, Esq. LeBouef, Lamb, Greene & MacRae Attorneys for Chapter 7 Trustee Kenneth Rushton 1000 South Main Street Salt Lake City, Utah 84101 | Bruce R. Zirinsky Mark C. Ellenberg Cadwalader, Wickersham & Taft 1333 New Hampshire Ave., N.W. Washington, DC 20036 and 100 Maiden Lane New York, NY 10038 |
| J. Thomas Beckett Parsons, Behle & Latimer 201 So. Main St. #1800 Salt Lake City, UT 84111 | Stephen E. Garcia Hopkins & Sutter Three First National Plaza Chicago, IL 60602 |
| Weston L. Harris, Esq. Ray, Quinney & Nebeker 79 South Main St. #500 P.O. Box 45385 Salt Lake City, UT 84145-0385 | Peter J. Kuhn, Esq. Office of the U.S. Trustee 9 Exchange Place, #100 Salt Lake City, UT 84111 |
| James P. Ricciardi, Esq. Steven R. Shoemate, Esq. Joshua F. Cender, Esq. Gibson, Dunn & Crutcher 200 Park Ave. New York, NY 10166-0193 | United States Attorney's Office 185 So. State Street #400 Salt Lake City, UT 84111 |
| State of Utah Dep't of Commerce Div. of Corp. & Comm. Code 160 East 300 So., 2 nd Fl. Salt Lake City, UT 84111 | Office of the Lt. Governor 210 State Capitol Salt Lake City, UT 84114 |
| Utah County Assessor 100 East Center St., #1100 Provo, UT 84606 | Utah County Attorney 100 East Center St., #2100 Provo, UT 84601 |

| | |
|---|---|
| Congress Financial Corp. 1133 Avenue of the Americas New York, NY 10036 | Corporate Trust Agency Group Bankers Trust Co., Indenture Trustee Four Albany Street New York, NY 10006 |
| US Steel P.O. Box 371505M Pittsburg, PA 15251 | S&P America Inc. PO. Box 7780-4024 Philadelphia, PA 19182-4024 |
| Shieldalloy Metallurgical Corp. P.O. Box 310 Cambridge, OH 43725-0310 | Voest-Alpine Service & Technology 60 East 42 nd St. New York, NY 10165 |
| North American Refractories P.O. Box 7247-8741 Philadelphia, PA 19170-8741 | Remacor P.O. Box 400157 Pittsburgh, PA 15268-0157 |
| Hewlett-Packard P.O. Box 92013 Chicago, IL 60675-2013 | Finova Capital corp. 115 West Century Road, 3 rd Fl. Paramus, NJ 07652 |
| ITT Commercial Finance corp. 445 Minnesota St. St. Paul, MN 55101 | US Aggregates George E. Butler, Esq. 201 Peachtree Circle Atlanta, GA 30309-3206 |
| Anna W. Drake, Esq. 215 So. State St., Suite 900 Salt Lake City, UT 84111 | Oldcastle, Inc. Attn: S. Val Staker 100 West Center St. North Salt Lake City, UT 84054 |
| Brown Minneapolis Tank Allan R. Popper P.O. Box 64670 St. Paul, MN 55106 | Stephen Lewis, Esq. Assistant Attorney General Attorney for the Utah Div. of Oil, Gas & Mining Office of the Utah Attorney General 160 East 300 South, 5 th Floor P.O. Box #140857 Salt Lake City, Utah 84114-0857 Tel. 801-366-0371 |



Patrick J. O'Hara